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Attorneys for Defendant  
CITY OF MARTINEZ

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

BRIAN CARTER, et al

Plaintiffs,

v.

CITY OF MARTINEZ,

Defendant.

Case No. C 06 7534 PJH

**STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF  
JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH  
PREJUDICE**

Whereas, Brian Carter and other City of Martinez sworn police personnel (collectively referred to as "Plaintiffs") filed a complaint in the U.S. District Court for the Northern District of California on or about December 8, 2006, entitled, Brian Carter v. City of Martinez, Case No. C06-7534 PJH ("Lawsuit") against the City of Martinez for violation of the Fair Labor Standards Act ("FLSA"), alleging that the City had failed to pay the appropriate amount of FLSA overtime compensation;

Whereas, each Plaintiff who confirmed his or her choice to join this lawsuit has already signed a "Consent to Join Action (Fair Labor Standards Act, 29 USC § 216(b))" and has not withdraw his or her consent to this date;



1 4. That the Clerk of the Court enter final judgment dismissing this action with  
2 prejudice in its entirety.  
3


4 Dated: March 31<sup>st</sup>, 2008

FOR THE PLAINTIFFS

5  
6   
7 Brian Carter  
8 POA President  
9

10 Dated: March 19, 2008

CITY OF MARTINEZ

11  
12   
13 Don Blubaugh  
14 City Manager

15 Approved as to Form and Content

16 Dated: March 19, 2008

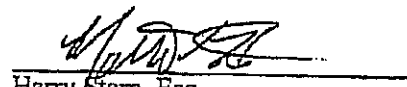
LIEBERT CASSIDY WHITMORE

17  
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20 Cynthia J. O'Neill, Esq.

21 Approved as to Form and Content

22 Dated: March 31<sup>st</sup>, 2008

RAINS LUCIA STERN, PC

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25   
26 Harry Stern, Esq.  
27 Matthew George, Esq.  
28 Attorneys for Plaintiff Brian Carter

**ORDER APPROVING STIPULATION AND DISMISSAL WITH PREJUDICE**

The Court having considered the parties' stipulation submitted herein and good cause appearing therefore, IT IS HEREBY ORDERED:

1. That this action is dismissed with prejudice in its entirety as to all parties pursuant to Federal Rule of Civil Procedure 41(a)(2) based upon the terms and conditions stated in the Settlement Agreement and General Release of Claims;
2. That any action to enforce the parties' Settlement Agreement and General Release of Claims be brought in the Superior Court of California, in and for the County of Contra Costa or the U.S. District Court for the Northern District of California; and
3. That the Clerk of the Court enter final judgment dismissing this action with prejudice and in its entirety

SO ORDERED

Dated: March 26, 2008



51402.2 MA383-010

EXHIBIT A

**SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS**

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between the City of Martinez ("City"), Brian Carter, and other Plaintiffs who have consented to join and who have not withdrawn their consent (collectively "Plaintiffs"), with reference to the following facts (the City and Plaintiffs are collectively referred to herein as the "Parties"):

**RECITALS**

A. Whereas, Plaintiffs presently are or were employed by the City of Martinez in the Police Department; and

B. Whereas, on December 8, 2006, Plaintiffs filed an action captioned BRIAN CARTER, et al v. CITY OF MARTINEZ in the U. S. District Court for the Northern District of California, Case No C 06-7534 PJH ("the Action") arising out of certain events that allegedly occurred during their employment with City; and

C. Whereas, the following additional persons signed a Consent to Join this Action and have not withdrawn their Consent to date (hereafter "Plaintiffs"): Buda, Charles; Busciglio, Kevin; Butler, John; Caldera, Steven; Carter, Brian; Dodd, Bryan; Estanol, Michael; Ferrer, Fred; Kruta, William; Leong, Ian; Lynch, Daniel; Madsen, Doug; Maloney, Lisa; Mathers, David; Miller, Dirk; Muncher, Tyson; Patterson, Tim; Prins, Evert; Rodgers, Jason; Roth, Aaron; Salamid, Patrick; Schnabel, Craig; Skinner, Josh; Starzyk, Paul; Stretch, John; Thompson, Michael; VanDerMeulen, Jeff; Voyvodich, Nick; Walkup, Glenn; Winslett, Adam; and

D. Whereas, Plaintiffs' "Complaint [Violation of the Fair Labor Standards Act]" ("Complaint"), alleges violation of the Fair Labor Standards Act (29 U.S.C. § 201, et seq.) ("FLSA") and seeks recovery of allegedly unpaid compensation, interest, liquidated damages, a one-year extension of the statute of limitations, attorneys' fees and costs; and

E. Whereas, the City filed an Answer to the Complaint denying its material allegations and asserting affirmative defenses thereto; and

F. Whereas, the Plaintiffs' claims are in all respects controverted, including the claims regarding the applicability of the FLSA to the facts as alleged in the Complaint, as well as the applicable level of compensation, and all other claims, allegations and requests for damages; and

G. Whereas, the Parties have engaged in extensive negotiations in an attempt to resolve their differences, and throughout these negotiations all Parties were, and continue to be, represented by counsel experienced in wage and employment matters; and

H. Whereas, the Parties wish to avoid the potential uncertainty, expense and delay of litigation and have therefore, based upon their extensive negotiations, agreed to a settlement of the dispute; and

I. Whereas, as a result of their negotiations, the Parties want to settle the Action and resolve and release all disputes and claims arising out of the Action against the City; and

J. Whereas, some of the Plaintiffs may have retired, resigned, or no longer work for the City as of various dates prior to the date of this Agreement, and therefore must provide the City their current addresses in order to receive the benefits of this Agreement; and

K. Whereas, the Parties want to enter into this Agreement as hereinafter set forth:

**NOW THEREFORE**, in consideration for the mutual promises and undertakings of the Parties as set forth below, Plaintiffs and the City hereby enter into this Agreement and agree as follows:

1. Recitals. The recitals set forth in this Agreement are true and correct and are hereby fully incorporated by reference into this Agreement. This Agreement affects claims and demands which are disputed, and by executing this Agreement, no Party admits or concedes any of the claims, defenses, or allegations which were raised or could be raised by any other party or any third party. Each Party expressly denies liability for any and all claims or demands. The Parties acknowledge that this is a compromise settlement of a disputed claim or claims. Moreover, neither this Agreement, nor any part of this Agreement, shall be construed to be, nor shall be, admissible in any proceeding as evidence of, or as an admission by, any Party of any violation of law or any wrongdoing whatsoever. This document may be introduced in a proceeding to enforce the terms of the Agreement.

2. Settlement Terms.

- (a) If the contingencies described in this Agreement are met, the City will provide a one time payment ("Wage Payment"), of \$71,393.00, to be divided among the individual Plaintiffs as described on the signed acknowledgements less applicable withholdings for state and federal taxes, if any. Attached as Exhibit D is a list of Plaintiffs with individual settlement allocations less applicable withholdings for state and federal taxes, if any. The Wage Payment represents the agreed upon amount for all compensation allegedly owed to Plaintiffs and all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages and/or relief recoverable in the Action, with the exception of attorneys' fees, for the full liability period in this Action. As a further condition to receiving this Wage Payment, each Plaintiff must sign the acknowledgment that he or she understands and agrees to accept the terms of this Agreement, which acknowledgement is attached as Exhibit C.
- (b) If the contingencies described in this Agreement are met, the City will provide the Law Firm of Rains, Lucia & Wilkinson, LLP, tax identification number 94-3328672, ("Law Firm") a separate check

payable to the Law Firm in the amount of \$21,607 for attorneys' fees and costs. Except as provided here, each party will bear its own attorneys' fees and costs.

- (c) Except as set forth in paragraph (f), the amounts described in paragraphs (a) and (b) shall be inclusive of compensation allegedly owed to all named Plaintiffs, liquidated damages, a one-year extension of the statute of limitations, attorney fees' and costs, interest and any and all other damages and/or relief recoverable or potentially recoverable through the Action. The Wage Payment shall be paid for each Plaintiff separately as described in paragraph (a).
- (d) Payment of the sums described in paragraphs 2a and 2b are contingent on, no later than 60 days after the Court's approval of the "Stipulation for Dismissal With Prejudice and For Entry of Judgment; Order Approving Stipulation and Dismissal with Prejudice" ("Stipulation and Order") attached as Exhibit A, the completion of both: 1) the signing of the Side Letter attached hereto as Exhibit B by the collective bargaining representatives for the City and the Martinez POA; and 2) meet and confer with the City in good faith as required by law as to prospective, cost-neutral changes in the terms and conditions of employment to prevent uncompensated work. Both parties agree that 60 days is a reasonable period of time to complete meet and confer as to the prospective changes described above, and that the prospective changes will focus on cost-neutral solutions to prevent uncompensated work.
- (e) Notwithstanding anything in this Agreement, the City may unilaterally withdraw any of the changes negotiated or unilaterally made as a management right to prevent prospective, uncompensated work, as described in this Agreement, no later than 90 days from a final decision of either or both the U.S. Court of Appeals for the Ninth Circuit or of the U.S. Supreme Court that holds that donning and doffing of either a uniform or gear is not compensable work time for law enforcement personnel.
- (f) The City will issue the above Wage Payments in an amount as decreased by the required withholdings for State and Federal taxes, if any. Each Plaintiff acknowledges that neither the City, nor any of their representatives or attorneys have made any promise, representation or warranty, express or implied, regarding the tax consequences of any amounts paid pursuant to this Agreement.
- (g) Payment of the Wage Payment listed in paragraph 2a above will occur within 30 days after the completion of all of the following contingencies: 1) the individual Plaintiff has completed an individual signature page to evidence his or her agreement with both this Agreement and the Stipulation and Order; 2) the Court's approval of



the Stipulation and Order; and 3) the completion of meet and confer with the City as required by law as to prospective, cost-neutral changes in the terms and conditions of employment to prevent uncompensated work as described above. Notwithstanding anything in this Agreement, no Wage Payment will be paid to any Plaintiff who has not signed, dated, and provided a current mailing address on a signature page to this Agreement. The payment to the Law Firm as listed in paragraph 2b is also contingent on the Court's approval of the Stipulation and Order and the completion of the meet and confer as described in this Agreement, and will be made within 30 days after those contingencies are completed.

- (h) Plaintiffs expressly agree that the allocation of the Settlement Amounts, as provided herein, is fair, just and reasonable and acceptable to them.

3. Resolution of the Action. Each of the Plaintiffs agrees to dismiss, with prejudice, the Action, and to withdraw or dismiss any other complaint, claim, grievance or charge for alleged FLSA violations that he or she has filed against the City up to the date he or she executes this Agreement. This Agreement extends to any such complaint, claim, grievance or charge for any FLSA violation filed in any state or federal court, with any administrative body, agency, board, commission, or other entity whatsoever. In order to finally and fully resolve this FLSA Action, the counsel for the Parties shall jointly execute, and the Parties shall approve the Stipulation and Order substantially in the form of stipulation and order attached hereto at Exhibit "A" through their signature on a signature page to this Agreement. The Parties expressly consent to and authorize their counsel to execute and seek the Court's approval of the Stipulation and Order on their behalf. The Parties shall submit the Stipulation and Order to the Court at the earliest opportunity after all Plaintiffs have fully completed an individual signature page and shall jointly request the Court to accept and approve the Stipulation and Order. Counsel shall prepare documentation as may be required by the Court. If for any reason the Court declines to enter and approve the Stipulation and Order, the Parties shall promptly meet and confer in a good faith effort to prepare a form of stipulation and order, or other similar decree, acceptable to the Court and consistent with the terms of this Agreement.

4. Jurisdiction. This Agreement is executed and delivered in the State of California and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of California. This Agreement may be executed in counterparts. Except as provided in this Agreement, all executed copies are duplicate originals and are equally admissible in evidence.

5. Right to Appeal. Provided the Court enters the Stipulation and Order substantially in the form attached hereto at Exhibit A, the Parties shall waive all rights to appeal, seek to vacate or set-aside, and collaterally attack such Stipulation and Order.

6. Release of Claims by Plaintiffs. Plaintiffs hereby, on behalf of themselves and their spouses, domestic partners, heirs, representatives, executors, agents, attorneys, administrators, successors-in-interest and assigns, irrevocably and unconditionally release and discharge the City, including its officers and employees, heirs, representatives, executors, agents, attorneys,

administrators, and successors-in-interest, from any and all lawsuits, claims, actions, demands or other legal responsibilities of any kind which Plaintiffs have, or may have, against the City, its officers and employees which were asserted in the Action, or which could have been asserted based upon or related to the facts alleged in the Action. Plaintiffs expressly acknowledge that this Release includes any and all claims that Plaintiffs asserted or could have asserted based upon or related to the facts alleged in the Action. Plaintiffs also acknowledge and agree that this release is an essential and material term of this Agreement and without such release, no settlement would have been reached by the Parties.

7. Release of Unknown Claims. Plaintiffs, and each of them, hereby waive any and all rights or benefits that any of them may have under Section 1542 of the Civil Code of the State of California, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Plaintiffs, and each of them, respectively, acknowledge that they understand the effect of this waiver pursuant to Civil Code Section 1542, and that they are represented and have been advised of this release by their counsel.

8. Knowledge of Parties. Plaintiffs and City, respectively, understand and agree to the settlement, this Agreement and the terms and conditions contained herein, and enter into this Agreement knowingly and voluntarily. Plaintiffs have been advised that they have the right to seek legal advice with respect to this Agreement, including the release, have had the opportunity to consult with counsel, and have in fact consulted with counsel of their choice. The Parties have investigated the facts pertaining to the settlement and the Agreement and all matters pertaining thereto as deemed necessary. The Parties have relied upon their judgment, belief, knowledge, understanding and expertise after consultation with their counsel concerning the legal effect of the settlement and its terms. By signing this document and the documents referred to herein, the Parties signify their full understanding, agreement, and acceptance of the Agreement, the Stipulation and Order attached as Exhibit A, and the Side Letter attached as Exhibit B.

9. Entire Agreement. This Agreement, the Stipulation and Order, and the Side Letter contain the entire agreement of the Parties regarding the subject matter of this agreement and shall constitute the final understanding between the Parties hereto. All prior negotiations made or which have occurred prior to the date of this Agreement are merged into this Agreement.

10. No Additional Representations. Except for the terms of this Agreement, the Stipulation and Order attached as Exhibit A, the Side Letter attached as Exhibit B, and the Acknowledgement attached as Exhibit C, Plaintiffs and the City, respectively, have not relied upon any statement or representation, written or oral, made by any Party, or any of their respective agents, attorneys or any other person, regarding any matter including, but not limited to, the federal or state income tax consequences of the Agreement to any Party. The Parties expressly acknowledge and agree that they have relied solely upon the advice of their own attorneys and/or accountants as to the tax and benefit consequences of the Agreement.

11. Warranty of Non-Assignment. The Parties warrant that they have not assigned any of the claims or portions of the claims that are the subject of this Agreement.

12. Binding Agreement. The Agreement and all documents referred to herein, shall bind and inure to the benefit of and each of the Parties hereto and their spouses, domestic partners, children, heirs, estates, administrators, representatives, executors, attorneys' successors and assigns. Except as expressly provided herein, this Agreement is not for the benefit of any person not a Party hereto or any person or entity not specifically identified as a beneficiary herein or specifically identified herein as a person or entity released hereby. The Agreement is not intended to constitute a third party beneficiary contract.

13. Authority to Execute. Each Party hereto warrants to the other Party or Parties that he, she or it has the full power and authority to execute, deliver and perform under this Agreement and all documents referred to herein, and that any needed consent or approval from any other person has been obtained.

14. Disclosure of Terms. The Parties understand and consent that the City may be required to disclose the terms of this Agreement pursuant to the requirements of the Ralph M. Brown Act, Government Code section 54950, et seq., and the provisions of any other law or regulation requiring disclosure of information by public entities.

15. Duty to Act in Good Faith. The Parties shall act in good faith and use their reasonable good faith efforts after the execution of this Agreement to ensure that their respective obligations hereunder are fully and punctually performed. The Parties shall promptly perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement. Time is of the essence in this Agreement.

16. Interpretation and Construction. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this document or the documents referred to herein, on the understanding that the Parties participated equally in the negotiation and preparation of the Agreement and the documents referred to herein, or have had equal opportunity to do so. The headings used herein are for reference only and shall not affect the construction of this Agreement.

17. Governing Law and Venue. The settlement, this Agreement, and the documents referred to herein, shall be interpreted in accordance with the laws of the State of California, and if necessary Federal Law. To the extent that any Party brings an action to enforce the terms of this Agreement, such action shall be filed and prosecuted in the Contra Costa Superior Court and/or the United States District Court for the Northern District of California, to the extent of that court's jurisdiction.

18. Breach, Waiver and Amendment. No breach of this Agreement or of any provision herein can be waived except by an express written waiver executed by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement. The Agreement may be amended, altered, modified or otherwise changed in any respect or particular only by a writing duly executed by the Parties hereto or their authorized representatives.

19. Exhibits. All exhibits and schedules attached to this Agreement are hereby incorporated into this Agreement as though fully set forth herein.

20. Execution. This Agreement, and any document referred to herein, may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument.

21. Effective Date. This AGREEMENT shall become effective immediately following execution by all of the PARTIES, on the latest date appearing below.

**PLEASE READ CAREFULLY:** This Settlement Agreement and General Release of Claims includes a release of known and unknown claims related to this Action.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and General Release.

Dated: 3/19, 2008

By: Don Blubaugh  
Don Blubaugh, City Manager for  
Defendant City of Martinez

Dated: 3/19, 2008

By: Brian Carter  
Plaintiff Brian Carter

**APPROVED AS TO FORM AND CONTENT:**

Dated: 3/19, 2008

By: Cynthia O'Neill  
Cynthia O'Neill  
Attorney for Defendant City of Martinez

Dated: 3/19, 2008

By: Harry Stern  
Harry Stern  
Attorneys for Plaintiffs Brian Carter, et al

Plaintiffs

SIGNATURES OF INDIVIDUAL PLAINTIFFS ARE CONTAINED ON SEPARATE  
SIGNATURE PAGES ATTACHED AND INCLUDED HEREIN BY THIS REFERENCE.

EXHIBIT B

**EXHIBIT B SIDE LETTER OF AGREEMENT**

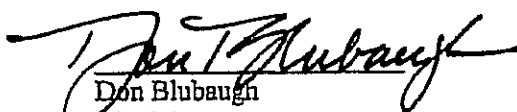
**Between The Police Officers Association and the City of Martinez**

**REGARDING Fair Labor Standards Act (FLSA) SETTLEMENT**

The City and the MPOA agree to meet and confer as described in this Side Letter as part of the settlement of the Fair Labor Standards Act (FLSA) lawsuit entitled *Brian Carter v. City of Martinez* C06-7534 PJH. In general, that FLSA lawsuit alleged that the City violated the FLSA by not paying Plaintiffs for the time spent donning and doffing of uniforms, equipment, and safety/protective gear, as well as other off-the-clock work.

1. The City and the MPOA agree that notwithstanding any provision in the Memorandum of Understanding between the City of Martinez and the Martinez Police Officers' Association, dated July 1, 2004 through December 31, 2008 (MOU), they will meet and confer in good faith as described in the Settlement Agreement and General Release of Claims of the FLSA lawsuit. Specifically, the parties agree to meet and confer as required by law for the purpose of making prospective, cost-neutral changes in the terms and conditions of employment to prevent uncompensated work. The parties agree and understand that this meet and confer is limited to changes that address the uncompensated work issues raised by the Plaintiffs or their legal counsel in the FLSA lawsuit, and as to the donning and doffing of uniform and gear, and is not for any other purpose. The parties agree and understand that "meet and confer in good faith" includes, but is not limited to: negotiations; participating in impasse procedures, if any; and unilateral implementation by the City if no agreement can be reached.
2. The parties agree that 60 days from the date that the Judge of the U.S. District Court for the Northern District signs the Stipulation for Dismissal with Prejudice and For Entry of Judgment; Order Approving Stipulation and Dismissal with Prejudice" of the FLSA lawsuit is a reasonable time to complete the meet and confer as to the prospective changes described in this Side Letter. The parties agree that they will document agreed upon changes in a separate Side Letter.
3. The parties agree that the City may unilaterally withdraw any of the changes to prevent uncompensated work that are implemented no later than 90 days from a final decision of either or both the U.S. Court of Appeals for the Ninth Circuit or of the U.S. Supreme Court, provided that any such final decision holds that donning and doffing of the uniform and gear is not compensable work time for law enforcement personnel.

Dated: March 19, 2008

  
Don Blubaugh  
City Manager


  
Brian Carter  
POA President

EXHIBIT C



ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Kevin Busciglio, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2230.40 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2230.40 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 3-18-08

Signature: Kevin Busciglio

Type or Legibly Print Name: KEVIN BUSCIGLIO

Current Mailing Address: 587 GREENWOOD DR.  
VACAVILLE CA 95687

ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Steven Caldera, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2461.84 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2461.84 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: MARCH 18, 2008

Signature: 

Type or Legibly Print Name: STEVEN CALDERA

Current Mailing Address: 1460 STEELE CANYON ROAD  
NAPA CA 94558

ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Brian Carter, the undersigned, have had the opportunity to read and understand the: 1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled "*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my signature below to accept the gross sum of \$2496.68 as a taxable wage payment for back wages and as a full settlement of any and all claims for violation of the Fair Labor Standards Act (FLSA) that I have or may have had with the City of Martinez through the date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any right I may have to sue for those wages under the FLSA for claims that accrued before the effective date of the settlement in this matter. The FLSA provides that an employee may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as well as an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General Release of Claims and the Stipulation and Order. I understand that by agreeing to the terms of those documents, I am both settling claims for alleged FLSA violations for the full liability period of *Carter v. City of Martinez*, and accepting the wage payment of \$2496.68 as full satisfaction for any amount of back pay that may be due and owing from the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is intended to compensate me for all compensation allegedly owed, all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages or relief recoverable. I voluntarily sign below after investigating the facts as I saw fit and based upon my own decision. Prior to signing this acknowledgement, I had the opportunity to consult with legal counsel if I so desired regarding how signing this Acknowledgement affects my rights and obligations. No one forced me to sign below.

Dated: 3/10/08

Signature: Brian Carter

Type or Legibly Print Name: BRIAN CARTER

Current Mailing Address: 5140 BLUE CT, FAIRFIELD  
94524

ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Bryan Dodd, the undersigned, have had the opportunity to read and understand the: 1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled "*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my signature below to accept the gross sum of \$2622.21 as a taxable wage payment for back wages and as a full settlement of any and all claims for violation of the Fair Labor Standards Act (FLSA) that I have or may have had with the City of Martinez through the date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any right I may have to sue for those wages under the FLSA for claims that accrued before the effective date of the settlement in this matter. The FLSA provides that an employee may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as well as an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General Release of Claims and the Stipulation and Order. I understand that by agreeing to the terms of those documents, I am both settling claims for alleged FLSA violations for the full liability period of *Carter v. City of Martinez*, and accepting the wage payment of \$2622.21 as full satisfaction for any amount of back pay that may be due and owing from the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is intended to compensate me for all compensation allegedly owed, all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages or relief recoverable. I voluntarily sign below after investigating the facts as I saw fit and based upon my own decision. Prior to signing this acknowledgement, I had the opportunity to consult with legal counsel if I so desired regarding how signing this Acknowledgement affects my rights and obligations. No one forced me to sign below.

Dated: 3/18/08

Signature: Bryan Dodd

Type or Legibly Print Name: Bryan Dodd

Current Mailing Address: 625 WHITESTAG WAY  
VACAVILLE, CA 95687-7345

ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Michael Estanol, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2277.62 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2277.62 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 3/18/08

Signature: 

Type or Legibly Print Name: MICHAEL ESTANOL

Current Mailing Address: 208 LAWRENCE LN., BRENTWOOD CA 94513

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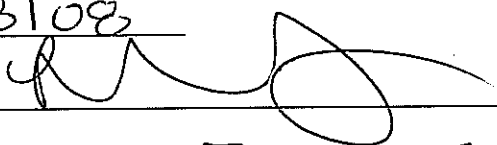
ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Fred Ferrer, the undersigned, have had the opportunity to read and understand the: 1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled "*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my signature below to accept the gross sum of \$2337.11 as a taxable wage payment for back wages and as a full settlement of any and all claims for violation of the Fair Labor Standards Act (FLSA) that I have or may have had with the City of Martinez through the date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any right I may have to sue for those wages under the FLSA for claims that accrued before the effective date of the settlement in this matter. The FLSA provides that an employee may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as well as an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General Release of Claims and the Stipulation and Order. I understand that by agreeing to the terms of those documents, I am both settling claims for alleged FLSA violations for the full liability period of *Carter v. City of Martinez*, and accepting the wage payment of \$2337.11 as full satisfaction for any amount of back pay that may be due and owing from the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is intended to compensate me for all compensation allegedly owed, all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages or relief recoverable. I voluntarily sign below after investigating the facts as I saw fit and based upon my own decision. Prior to signing this acknowledgement, I had the opportunity to consult with legal counsel if I so desired regarding how signing this Acknowledgement affects my rights and obligations. No one forced me to sign below.

Dated: 3/18/08

Signature: 

Type or Legibly Print Name: FRED D. FERRER JR.

Current Mailing Address: PO Box 2084  
MARTINEZ, CA. 94553

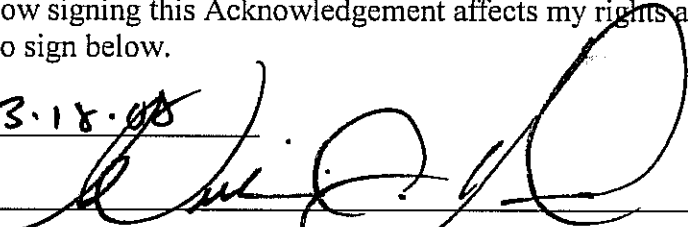
ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, William Kruta, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2572.48 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2572.48 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 03.18.08

Signature: 

Type or Legibly Print Name: William A. Kruta

Current Mailing Address: 303 Oakwood Cir.  
MARTINEZ, CO. 94553

ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Ian Leong, the undersigned, have had the opportunity to read and understand the: 1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled "*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my signature below to accept the gross sum of \$2033.60 as a taxable wage payment for back wages and as a full settlement of any and all claims for violation of the Fair Labor Standards Act (FLSA) that I have or may have had with the City of Martinez through the date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any right I may have to sue for those wages under the FLSA for claims that accrued before the effective date of the settlement in this matter. The FLSA provides that an employee may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as well as an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General Release of Claims and the Stipulation and Order. I understand that by agreeing to the terms of those documents, I am both settling claims for alleged FLSA violations for the full liability period of *Carter v. City of Martinez*, and accepting the wage payment of \$2033.60 as full satisfaction for any amount of back pay that may be due and owing from the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is intended to compensate me for all compensation allegedly owed, all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages or relief recoverable. I voluntarily sign below after investigating the facts as I saw fit and based upon my own decision. Prior to signing this acknowledgement, I had the opportunity to consult with legal counsel if I so desired regarding how signing this Acknowledgement affects my rights and obligations. No one forced me to sign below.

Dated: 03/18/08

Signature: 

Type or Legibly Print Name: IAN LEONG

Current Mailing Address: 1591 BOULEVARD ST.

PITTSBURGH PA 15106



ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Daniel Lynch, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2666.39 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2666.39 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 03/18/08

Signature: Daniel Lynch

Type or Legibly Print Name: DANIEL LYNCH

Current Mailing Address: 6984 LEISURE TOWN RD.

VACAVILLE, CA. 95688

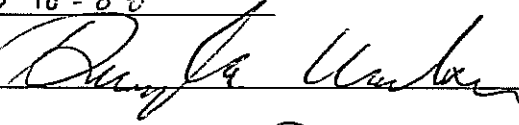
ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Doug Madsen, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2593.51 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2593.51 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 3-10-08

Signature: 

Type or Legibly Print Name: DOUGLAS D. MADSEN

Current Mailing Address: 4309 REDWOOD DR

OAKLEY, CA 94561

ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, David Mathers, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2377.02 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2377.02 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 3/18/2008

Signature: \_\_\_\_\_



Type or Legibly Print Name: DAVID GREGORY MATHERS

Current Mailing Address: 5623 WOODROSE WAY  
LIVERMORE, CA 94551

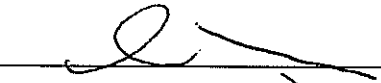
ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Dirk Miller, the undersigned, have had the opportunity to read and understand the: 1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled "*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my signature below to accept the gross sum of \$2249.07 as a taxable wage payment for back wages and as a full settlement of any and all claims for violation of the Fair Labor Standards Act (FLSA) that I have or may have had with the City of Martinez through the date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any right I may have to sue for those wages under the FLSA for claims that accrued before the effective date of the settlement in this matter. The FLSA provides that an employee may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as well as an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General Release of Claims and the Stipulation and Order. I understand that by agreeing to the terms of those documents, I am both settling claims for alleged FLSA violations for the full liability period of *Carter v. City of Martinez*, and accepting the wage payment of \$2249.07 as full satisfaction for any amount of back pay that may be due and owing from the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is intended to compensate me for all compensation allegedly owed, all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages or relief recoverable. I voluntarily sign below after investigating the facts as I saw fit and based upon my own decision. Prior to signing this acknowledgement, I had the opportunity to consult with legal counsel if I so desired regarding how signing this Acknowledgement affects my rights and obligations. No one forced me to sign below.

Dated: 03/20/08

Signature: 

Type or Legibly Print Name: Dirk Miller

Current Mailing Address: 4786 Green Willow Ct  
Fairfield, CA 94534

ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Tyson Muncher, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2530.70 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2530.70 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 3/18/08

Signature: 

Type or Legibly Print Name: TYSON K. MUNCHER

Current Mailing Address: 302 COOPER SCHOOL RD

VACAVILLE, CA 95687



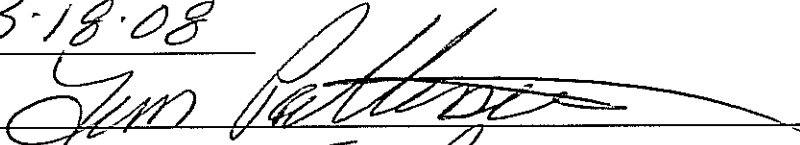
ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Tim Patterson, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2532.22 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2532.22 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 3-18-08

Signature: 

Type or Legibly Print Name: TIM PATTERSON

Current Mailing Address: 589 PERIWINKLE PL.

BENICIA CALIF.

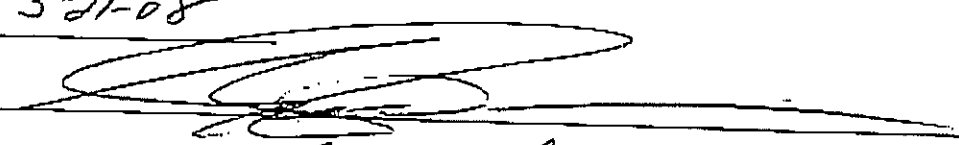
ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Evert Prins, the undersigned, have had the opportunity to read and understand the: 1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled "*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my signature below to accept the gross sum of \$2984.61 as a taxable wage payment for back wages and as a full settlement of any and all claims for violation of the Fair Labor Standards Act (FLSA) that I have or may have had with the City of Martinez through the date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any right I may have to sue for those wages under the FLSA for claims that accrued before the effective date of the settlement in this matter. The FLSA provides that an employee may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as well as an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General Release of Claims and the Stipulation and Order. I understand that by agreeing to the terms of those documents, I am both settling claims for alleged FLSA violations for the full liability period of *Carter v. City of Martinez*, and accepting the wage payment of \$2984.61 as full satisfaction for any amount of back pay that may be due and owing from the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is intended to compensate me for all compensation allegedly owed, all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages or relief recoverable. I voluntarily sign below after investigating the facts as I saw fit and based upon my own decision. Prior to signing this acknowledgement, I had the opportunity to consult with legal counsel if I so desired regarding how signing this Acknowledgement affects my rights and obligations. No one forced me to sign below.

Dated: 3-21-08

Signature: 

Type or Legibly Print Name: Evert Prins

Current Mailing Address: 1555 AMERICAN BEAUTY DR.  
CONCORD, CA 94521

Ann. Magg

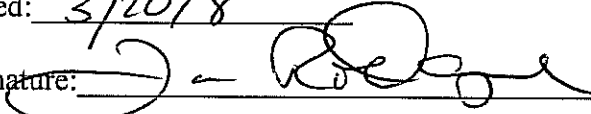
ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Jason Rodgers, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"Brian Carter v. City of Martinez" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$1500.00 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$1500.00 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 3/20/08

Signature: 

Type or Legibly Print Name: JASON RODGERS

Current Mailing Address: 549 CASHW PLACE

BRENTWOOD CA 94513




ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Aaron Roth, the undersigned, have had the opportunity to read and understand the: 1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled "*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my signature below to accept the gross sum of \$2535.24 as a taxable wage payment for back wages and as a full settlement of any and all claims for violation of the Fair Labor Standards Act (FLSA) that I have or may have had with the City of Martinez through the date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any right I may have to sue for those wages under the FLSA for claims that accrued before the effective date of the settlement in this matter. The FLSA provides that an employee may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as well as an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General Release of Claims and the Stipulation and Order. I understand that by agreeing to the terms of those documents, I am both settling claims for alleged FLSA violations for the full liability period of *Carter v. City of Martinez*, and accepting the wage payment of \$2535.24 as full satisfaction for any amount of back pay that may be due and owing from the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is intended to compensate me for all compensation allegedly owed, all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages or relief recoverable. I voluntarily sign below after investigating the facts as I saw fit and based upon my own decision. Prior to signing this acknowledgement, I had the opportunity to consult with legal counsel if I so desired regarding how signing this Acknowledgement affects my rights and obligations. No one forced me to sign below.

Dated: 3/18/08

Signature: 

Type or Legibly Print Name: AARON ROTH

Current Mailing Address: 47 JODE CT., FAIRFIELD, CA 94534

---

ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Patrick Salamid, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$1500.00 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$1500.00 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 18 MARCH 2008

Signature: 

Type or Legibly Print Name: PATRICK SALAMID

Current Mailing Address: 2734 OAK RD #71

WALNUT CREEK, CA 94597 925-899-2026

ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Craig Schnabel, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2325.90 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2325.90 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 03 18 08

Signature: 

Type or Legibly Print Name: CRAIG E. SCHNABEL

Current Mailing Address: 81 W. HEDGESTON RD  
PLEASANT HILL CA. 94523

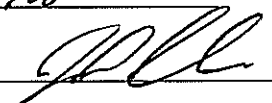
ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Josh Skinner, the undersigned, have had the opportunity to read and understand the: 1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled "*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my signature below to accept the gross sum of \$2498.28 as a taxable wage payment for back wages and as a full settlement of any and all claims for violation of the Fair Labor Standards Act (FLSA) that I have or may have had with the City of Martinez through the date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any right I may have to sue for those wages under the FLSA for claims that accrued before the effective date of the settlement in this matter. The FLSA provides that an employee may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as well as an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General Release of Claims and the Stipulation and Order. I understand that by agreeing to the terms of those documents, I am both settling claims for alleged FLSA violations for the full liability period of *Carter v. City of Martinez*, and accepting the wage payment of \$2498.28 as full satisfaction for any amount of back pay that may be due and owing from the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is intended to compensate me for all compensation allegedly owed, all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages or relief recoverable. I voluntarily sign below after investigating the facts as I saw fit and based upon my own decision. Prior to signing this acknowledgement, I had the opportunity to consult with legal counsel if I so desired regarding how signing this Acknowledgement affects my rights and obligations. No one forced me to sign below.

Dated: 3/18/08

Signature: 

Type or Legibly Print Name: JOSH SKINNER

Current Mailing Address: 726 PINE CT

MARTINEZ CA 94553

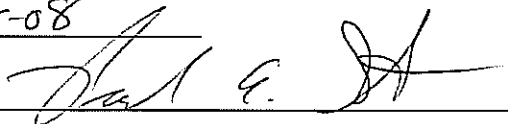
ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Paul Starzyk, the undersigned, have had the opportunity to read and understand the: 1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled "*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my signature below to accept the gross sum of \$2398.99 as a taxable wage payment for back wages and as a full settlement of any and all claims for violation of the Fair Labor Standards Act (FLSA) that I have or may have had with the City of Martinez through the date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any right I may have to sue for those wages under the FLSA for claims that accrued before the effective date of the settlement in this matter. The FLSA provides that an employee may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as well as an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General Release of Claims and the Stipulation and Order. I understand that by agreeing to the terms of those documents, I am both settling claims for alleged FLSA violations for the full liability period of *Carter v. City of Martinez*, and accepting the wage payment of \$2398.99 as full satisfaction for any amount of back pay that may be due and owing from the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is intended to compensate me for all compensation allegedly owed, all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages or relief recoverable. I voluntarily sign below after investigating the facts as I saw fit and based upon my own decision. Prior to signing this acknowledgement, I had the opportunity to consult with legal counsel if I so desired regarding how signing this Acknowledgement affects my rights and obligations. No one forced me to sign below.

Dated: 03-18-08

Signature: 

Type or Legibly Print Name: PAUL A. STARZYK

Current Mailing Address: 1155-C Arnold Dr. #282

MARTINEZ, CA 94553



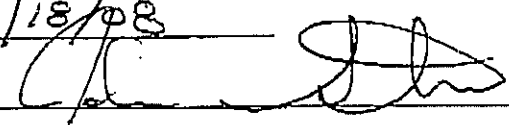
ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, John Stretch, the undersigned, have had the opportunity to read and understand the: 1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled "*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my signature below to accept the gross sum of \$2571.49 as a taxable wage payment for back wages and as a full settlement of any and all claims for violation of the Fair Labor Standards Act (FLSA) that I have or may have had with the City of Martinez through the date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any right I may have to sue for those wages under the FLSA for claims that accrued before the effective date of the settlement in this matter. The FLSA provides that an employee may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as well as an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General Release of Claims and the Stipulation and Order. I understand that by agreeing to the terms of those documents, I am both settling claims for alleged FLSA violations for the full liability period of *Carter v. City of Martinez*, and accepting the wage payment of \$2571.49 as full satisfaction for any amount of back pay that may be due and owing from the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is intended to compensate me for all compensation allegedly owed, all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages or relief recoverable. I voluntarily sign below after investigating the facts as I saw fit and based upon my own decision. Prior to signing this acknowledgement, I had the opportunity to consult with legal counsel if I so desired regarding how signing this Acknowledgement affects my rights and obligations. No one forced me to sign below.

Dated: 3/18/08

Signature: 

Type or Legibly Print Name: JOHN STRETCH

Current Mailing Address: 278 BRADY ST, MARTINEZ  
CA 94553

ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Michael Thompson, the undersigned, have had the opportunity to read and understand the: 1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled "*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my signature below to accept the gross sum of \$2753.37 as a taxable wage payment for back wages and as a full settlement of any and all claims for violation of the Fair Labor Standards Act (FLSA) that I have or may have had with the City of Martinez through the date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any right I may have to sue for those wages under the FLSA for claims that accrued before the effective date of the settlement in this matter. The FLSA provides that an employee may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as well as an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General Release of Claims and the Stipulation and Order. I understand that by agreeing to the terms of those documents, I am both settling claims for alleged FLSA violations for the full liability period of *Carter v. City of Martinez*, and accepting the wage payment of \$2753.37 as full satisfaction for any amount of back pay that may be due and owing from the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is intended to compensate me for all compensation allegedly owed, all amounts allegedly owed for liquidated damages, a one-year extension of the statute of limitations, interest, and any and all other damages or relief recoverable. I voluntarily sign below after investigating the facts as I saw fit and based upon my own decision. Prior to signing this acknowledgement, I had the opportunity to consult with legal counsel if I so desired regarding how signing this Acknowledgement affects my rights and obligations. No one forced me to sign below.

Dated: 3/18/08

Signature: Michael J. Thompson

Type or Legibly Print Name: Michael J. Thompson

Current Mailing Address: 1661 ALBANY PLACE, BRENTWOOD,  
CA 94513

ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Nick Voyvodich, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2491.78 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2491.78 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 03/28/08

Signature: 

Type or Legibly Print Name: N. VOYVODICH

Current Mailing Address: 451 HAWTHORNE LN, BENICIA CA 94810

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ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Glenn Walkup, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$2608.44 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$2608.44 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 3/12/08

Signature: \_\_\_\_\_

Type or Legibly Print Name: GLENN A. WALKUP

Current Mailing Address: 468 BRADLEY CT. VACAVILLE  
CA 95687


ACKNOWLEDGEMENT OF "SETTLEMENT AGREEMENT AND GENERAL  
RELEASE OF CLAIMS" AND "STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND FOR ENTRY OF JUDGMENT; ORDER APPROVING  
STIPULATION AND DISMISSAL WITH PREJUDICE"

I, Adam Winslett, the undersigned, have had the opportunity to read and understand the:  
1) Settlement Agreement and General Release of Claims of the FLSA lawsuit entitled  
"*Brian Carter v. City of Martinez*" C06-7534 PJH (Agreement); and 2) the Stipulation  
for Dismissal With Prejudice and for Entry of Judgment; Order Approving Stipulation  
and Dismissal With Prejudice ("Stipulation and Order"). I acknowledge and agree by my  
signature below to accept the gross sum of \$1500.00 as a taxable wage payment for back  
wages and as a full settlement of any and all claims for violation of the Fair Labor  
Standards Act (FLSA) that I have or may have had with the City of Martinez through the  
date the Judge signs the Stipulation and Order.

I understand that my acceptance of the wage payment means that I have given up any  
right I may have to sue for those wages under the FLSA for claims that accrued before  
the effective date of the settlement in this matter. The FLSA provides that an employee  
may bring suit on his or her behalf for unpaid minimum wages and/or compensation, as  
well as an equal amount as liquidated damages, plus attorney's fees and court costs.  
Generally, a 2-year statute of limitations applies to the recovery of back wages.

By signing below, I am agreeing to the terms of the Settlement Agreement and General  
Release of Claims and the Stipulation and Order. I understand that by agreeing to the  
terms of those documents, I am both settling claims for alleged FLSA violations for the  
full liability period of *Carter v. City of Martinez*, and accepting the wage payment of  
\$1500.00 as full satisfaction for any amount of back pay that may be due and owing from  
the City of Martinez as of the date the judge signs the Stipulation and Order. This sum is  
intended to compensate me for all compensation allegedly owed, all amounts allegedly  
owed for liquidated damages, a one-year extension of the statute of limitations, interest,  
and any and all other damages or relief recoverable. I voluntarily sign below after  
investigating the facts as I saw fit and based upon my own decision. Prior to signing this  
acknowledgement, I had the opportunity to consult with legal counsel if I so desired  
regarding how signing this Acknowledgement affects my rights and obligations. No one  
forced me to sign below.

Dated: 3/18/08

Signature: 

Type or Legibly Print Name: ADAM WINSLETT

Current Mailing Address: 3325 NORTHWOOD DR #A

CONCORD, CA 94520

EXHIBIT D

## Exhibit D

## Plaintiff Allocation

*Carter v. City of Martinez*

Plaintiff Name	Allocation
Buda, Charles	\$ 2,118.31
Busciglio, Kevin	\$ 2,230.40
Butler, John P	\$ 2,605.35
Caldera, Steven M	\$ 2,461.84
Carter, Brian	\$ 2,496.68
Dodd, Bryan V	\$ 2,622.21
Estanol, Michael	\$ 2,277.62
Ferrer, Fred	\$ 2,337.11
Kruta, William A	\$ 2,572.48
Leong, Ian P.	\$ 2,033.60
Lynch, Daniel	\$ 2,666.39
Madsen, Doug	\$ 2,593.51
Maloney, Lisa M	\$ 2,434.60
Mathers, David G	\$ 2,377.02
Miller, Dirk	\$ 2,249.07
Muncher, Tyson	\$ 2,530.70
Patterson, Tim	\$ 2,532.22
Prins, Evert	\$ 2,984.61
Rodgers, Jason	\$ 1,500.00
Roth, Aaron	\$ 2,535.24
Salamid, Patrick	\$ 1,500.00
Schnabel, Craig	\$ 2,325.90
Skinner, Josh	\$ 2,498.28
Starzyk, Paul A	\$ 2,398.99
Stretch, John	\$ 2,571.49
Thompson, Michael J	\$ 2,753.37
VanDerMeulen, Jeff	\$ 2,585.78
Voyvodich, Nick	\$ 2,491.78
Walkup, Glenn	\$ 2,608.44
Winslett, Adam	\$ 1,500.00